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JOHN S. TAYLOR, JR.
JAMES M. BRAILSFORD, III
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FRANK R. ELLERBE, III
THOMAS W. BUNCH, II
J. KERSHAW SPONG
D. CLAY ROBINSON
JACQUELYN L. BARTLEY*
R. WILLIAM METZGER, JR.**
KEVIN K. BELL
LYDIA A. ELOFF**
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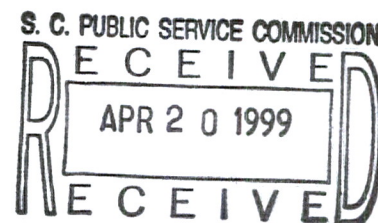
DAVID W. ROBINSON
(1869-1935)
DAVID W. ROBINSON
(1899-1989)
J. MEANS McFADDEN
(1901-1990)
THOMAS T. MOORE
RETIRED

* CERTIFIED SPECIALIST IN TAXATION
** CERTIFIED SPECIALIST BANKRUPTCY
AND DEBTOR-CREDITOR LAW
† ALSO ADMITTED IN NORTH CAROLINA

April 20, 1999

Mr. Gary E. Walsh
Executive Director
Public Service Commission of South Carolina
Koger Executive Center, Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29210

HAND DELIVERED MR



RE: Legacy Long Distance International, Inc.
South Carolina Interexchange Certification

Dear Mr. Walsh:

Enclosed for filing please find the Application of Legacy Long Distance International, Inc. for Authority to Provide Interexchange Telecommunication Service within the State of South Carolina. An original and thirteen copies are included for filing. Please date-stamp the extra copies of the Application as proof of filing and return them with our courier.

If you have any questions, please have someone on your staff contact me.

Very truly yours,

ROBINSON, McFADDEN & MOORE, P.C.

Bonnie D. Shealy
Bonnie D. Shealy

/bds
Enclosures

cc/enc: Mr. Thomas M. Forte
Mr. Curtis Brown

POSTED
MR 4-23

ACCEPTED
Legal 4/22/99/204

S. C. PUBLIC SERVICE COMMISSION
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BEFORE THE
SOUTH CAROLINA PUBLIC SERVICE COMMISSION

In the Matter of the)
Application of **Legacy Long**)
Distance International, Inc.)
for a Certificate of Public)
Convenience and Necessity)
to Provide Intrastate)
Resold Telecommunications)
Services)

179
Docket No. 1999-179-C

Legacy Long Distance International, Inc. ("Legacy") or ("Applicant") hereby submits its application for a Certificate of Public Convenience and Necessity to resell intrastate telecommunications services. This filing is made pursuant to South Carolina Statutes 58-9-280 and 58-9-520 and the rules and regulations of the South Carolina Public Service Commission.

1. The legal name and principle address of the Applicant are:

Legacy Long Distance International, Inc.
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

2. Correspondence or communications regarding this application should be addressed to:

Thomas M. Forte, Consultant
Technologies Management, Inc.
210 N. Park Avenue
P.O. Drawer 200
Winter Park, FL 32789

Frank R. Ellerbe, III
Bonnie D. Shealy
Robinson, McFadden & Moore, P.C.
P.O. Box 944
Columbia, SC 29202

Telephone: (407) 740-8575
Facsimile: (407) 740-0613

(803) 779-8900
(803) 252-0724

3. The contact person regarding ongoing operations of the company is:

Curtis Brown, President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000
Telephone: (800) 577-5534

4. Legacy Long Distance International, Inc. ("Legacy") was incorporated on September 10, 1996, under the laws of the State of California. A copy of Legacy's Articles of Incorporation are provided in Exhibit I.

5. Applicant has a Certificate of Authority to transact business as a foreign corporation in the State of South Carolina. A copy of this certificate is provided in Exhibit II.

6. Legacy's "1+" service allows Customers to place outbound direct dialed calls. Switched access Customers are presubscribed to the Company via switched access Feature Group D circuits. Customers may choose to use dedicated facilities for call origination. Calls are placed by dialing "1+" and the destination telephone number, including the area code if applicable.

Legacy's Toll Free service is an inward WATS service. This service permits termination of interstate and intrastate calls from diverse geographic locations to customer local exchange lines or to dedicated access facilities. When an 800 "toll-free" service is used, Legacy's Customer is billed for the call rather than the call originator.

The primary Customers of Applicant's operator assisted services are companies who in their normal course of business are responsible for providing access and directing telephone calls for large numbers of end users. Most significant are the companies or establishments (subscribers) who place outbound calls for their guests, patients, students or other transient patrons. Applicant's operator assisted services permit callers to place calls using optional billing methods (i.e. collect, third party, or to a calling/credit card). In addition, this service offers operator assistance for person-to-person calling or for operator dialing assistance.

7. Legacy's long distance operations will be provided as a switchless telecommunications reseller. Calls will originate, be switched and terminated over the facilities of other carriers. For direct dialed, toll free long distance services and operator assisted service, Legacy currently uses the network of MCI/WorldCom and other certificated carriers.

8. Customers are billed based on their use of their use of the long distance network. Rates for these services are based on call duration and type of access.

9. Legacy contracts for services from its underlying carrier at discounted rates based on a long-term volume commitment.

10. Legacy's underlying transmission carrier is selected based on the best mix of quality, service and price. Calls originate via feature group D purchased by the underlying carrier from the local

exchange carrier or via special access circuits purchased directly by the customer.

11. Applicant has a team of managers and support personnel who are well qualified to operate a telecommunications business. Additionally, Legacy relies on its underlying carrier's technical expertise for the operation, maintenance and supervision of the network. Legacy also has contracted with outside consultants for support in competitive analysis and regulatory compliance. Abbreviated resumes of key personnel are included in Exhibit III.

12. A copy of the Applicant's recent Balance Sheet and Income Statement are provided in Exhibit IV in support of Applicant's financial capability to provide the proposed service.

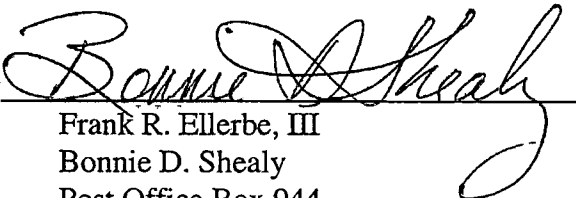
13. Attached as Exhibit V is a copy of Legacy's proposed telecommunications tariff, setting forth its rates, charges and regulations.

14. Legacy requests authority to handle interLATA, intrastate calls and incidental intraLATA calls resulting from travel code access. When special access is used, intraLATA calls will route directly to the underlying carrier and will be carried on behalf of Legacy. Incidental intraLATA calls carried on behalf of Legacy are reported by its underlying carrier to the local exchange carrier. Since all other calls originate via feature group D, the local exchange company will handle the transmission and billing of resulting intraLATA calls.

Approval of Legacy's application will serve the public interest by making discounted service available to customers whose traffic volume would not otherwise justify equivalent discounts. Approval of this application will also benefit consumers in South Carolina by creating greater competition in the interexchange marketplace, and by providing users with additional choices for billing and terminating their long distance calls.

Wherefore, Legacy Long Distance International, Inc., requests that the South Carolina Public Service Commission issues a Certificate of Public Convenience and Necessity authorizing it to provide resold intrastate telecommunications services to the public as proposed herein and set forth in the attached tariff.

ROBINSON, McFADDEN & MOORE, P.C.

By 
Frank R. Ellerbe, III
Bonnie D. Shealy
Post Office Box 944
Columbia, SC 29202
(803) 779-8900

Attorneys for Legacy Long Distance International,
Inc.

Columbia, South Carolina

April 20, 1999.

Application of Legacy Long Distance International, Inc.

List of Exhibits

Exhibit I	Articles of Incorporation
Exhibit II	Authority to Operate as a Foreign Corporation
Exhibit III	Resumes and Technical Expertise of Key Personnel
Exhibit IV	Financial Statements
Exhibit V	Proposed Tariff

Exhibit I
Legacy Long Distance International, Inc.

Articles of Incorporation

State of California

SECRETARY OF STATE

CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

SEP 10 1996



Bill Jones

Secretary of State

1970

ENDORSED
FILED
in the office of the Secretary
of the State of California

SEP - 9 1991

Bill Jones, Secretary

ARTICLES OF INCORPORATION
OF

LEGACY LONG DISTANCE INTERNATIONAL, INC.

I

The name of this corporation is LEGACY LONG DISTANCE INTERNATIONAL, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address of this corporation's initial agent for service of process is:

George Grallas, Esq.
2005 Hamilton Avenue
Suite 230
San Jose, California 95125

IV

This corporation is authorized to issue only one class of shares of stock, to be designated as "common" shares; the total number of shares which this corporation is authorized to issue is 10,000,000.


V

1. Limitation of Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.
2. Indemnification of Corporate Agents. This corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.
3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article V shall not adversely

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affect any right of indemnification or limitation of liability of an agent of this corporation relating to acts or omissions occurring prior to such repeal or modification.

Dated: September 6, 1996


George Grellas
Incorporator

I declare that I am the person who executed the above Articles of Incorporation, and such instrument is my act and deed.


George Grellas

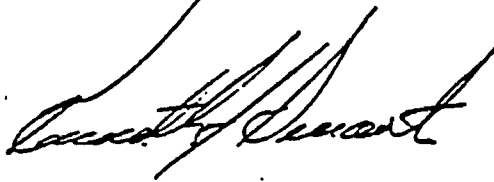
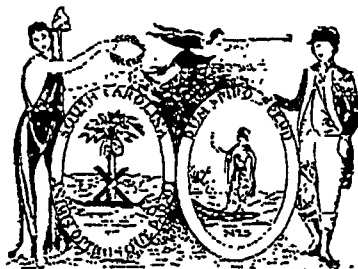


Exhibit II
Legacy Long Distance International, Inc.

Authority to Operate
As a Foreign Corporation

The State of South Carolina



Office of Secretary of State Jim Miles **Certificate of Authorization**

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

LEGACY LONG DISTANCE INTERNATIONAL, INC.,
a corporation duly organized under the laws of the state of **CALIFORNIA**
and issued a certificate of authority to transact business in South Carolina on
March 17th, 1999, has on the date hereof filed all reports due this office, paid all
fees, taxes and penalties owed to the Secretary of State, that the Secretary of State
has not mailed notice to the Corporation that its authority to transact business in
South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976
South Carolina Code, and no application for surrender of authority to do business in
South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of
the State of South Carolina this 19th day of
March, 1999.

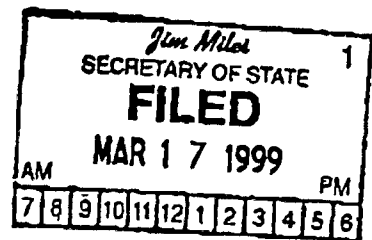
A handwritten signature of Jim Miles in black ink, written over a horizontal line.

Jim Miles, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

MAR 17 1999

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
JIM MILES



~~SECRETARY OF STATE OF SOUTH CAROLINA~~
A PRESENTATION BY A FOREIGN CORPORATION
FOR A CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS
IN THE STATE OF SOUTH CAROLINA

Pursuant to §33-15-103 of the 1976 South Carolina Code, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see §§33-4-101 and 33-15-106 and see §33-19-500(b)(1) if the corporation is a professional corporation)
Legacy Long Distance International, Inc.
2. It is incorporated as (check applicable item) ☒ a general business corporation, ☐ a professional corporation, under the laws of the state of California
3. The date of its incorporation is 9-9-96 and the period of its duration is perpetual
4. The address of the principal office of the corporation is One World Trade Center, Suite 1460
(Street & Number)
in the city of Long Beach and the state of CA
5. The address of the proposed registered office the state of South Carolina is
2 Office Park Court, Ste. 103 in the city Columbia
(Street & Number)
in South Carolina 29223
(Zip Code)
6. The name of the proposed registered agent in this state at such address is
National Registered Agents, Inc.
7. The name and usual business address of the corporation's directors (if the corporation has no directors, then the name and address of those persons who are exercising the statutory authority of directors on behalf of the corporation) and principal officers:
 - a)

Name of directors	Business Address
<u>Curtis A. Brown</u>	<u>One World Trade Center, Ste.1460, Long Beach, CA</u>
<u>George Hansell, II</u>	<u>One World Trade Center, Ste.1460, Long Beach, CA</u>
<u>Kenneth J. Durante</u>	<u>One World Trade Center, Ste.1460, Long Beach, CA</u>
 - b)

Name and Office of Principal officers	Business Address
<u>Curtis A. Brown</u>	<u>One World Trade Center, Ste. 1460</u>

9. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (Sec §33-1-230): _____

10. Date this 11TH day of March, 19 99

Legacy Long Distance International, Inc.
(Name of Corporation)

By: [Signature]
(Signature of Officer)

Curtis A. Brown - President

(Type or Print Name and Office)

FILING INSTRUCTIONS

1. Two copies of this application, the original and with a duplicate original or a conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Schedule of Fees (Payable at the time of filing this document):

Fee for filing Application

\$10.00

Filing Tax

\$100.00

Minimum License Fee

\$25.00

(Payable to Secretary of State)

\$135.00

4. This form must be accompanied by the initial annual report of corporations and a certificate of existence from a state official of the jurisdiction where the corporation is incorporated.
5. If the applicant corporation is adopting a fictitious name for use in South Carolina pursuant to §33-15-106(a), then a certified copy of the board of directors resolution approving the fictitious name must be attached to the application.
6. If the applicant is a foreign professional corporation, then in addition to satisfying the name requirements in §§33-19-150 and 33-19-500(b)(1), the following information must be included in the application:
 - a. A statement that the corporation's sole business purpose is to engage in a specified form of professional services (e.g. law firm).
 - b. A statement that all of its shareholders not less than one-half of its directors, and all of its officers other than its secretary and treasurer, if any, are licensed in one or more states to render a professional service described in its articles of incorporation.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INITIAL ANNUAL REPORT OF CORPORATIONS

CL-1
(Rev 7/94)
3134

File Number _____ ENDING PERIOD _____ Month _____ Year _____ SIO number _____
FILE THIS RETURN WITH ARTICLES OF INCORPORATION OR APPLICATION FOR AUTHORITY TO DO BUSINESS.

NAME OF CORPORATION <u>Legacy Long Distance International, Inc.</u>		
ADDRESS OF CORPORATION (NUMBER AND STREET) <u>One World Trade Center, Suite 1460</u>		
CITY AND STATE <u>Long Beach, CA</u>	ZIP <u>90831-1460</u>	COUNTY <u>LA</u>
Date "Application for Charter" filed with Secretary of State _____		
Date of "Request for authority to do business in this state" (Foreign Corp) <u>upon qualification</u>		
IRS Employer Identification Number <u>77-0438268</u>		Business Code _____ (Office Use Only)
1. State of incorporation: <u>9-9-96</u>		
2. Nature of principal business in South Carolina: <u>Long Distance Telecommunication Services</u>		
3. Location of registered office of the corporation in the state of South Carolina is <u>2 Office Park Court, Ste. 100</u> in the city of <u>Columbia</u> . Registered agent at such address is <u>National Registered Agents, Inc.</u>		
4. Location of principal office in South Carolina (street, city and county): <u>none</u>		
5. Date business commenced in South Carolina: <u>upon qualification</u> Telephone # _____		
6. The corporation's books are in care of <u>Kenneth Durante</u> located at <u>One World Trade Center, Ste. 1460, Long Beach, CA, 90831-1460</u>		
7. Indicate date corporation closes its books: <u>12-31</u>		
8. If a professional corporation are all shareholders, one-half of the directors (or individuals functioning as directors) and all officers (other than the secretary and treasurer) qualified to practice the professional services engaged in by the corporation? _____		
9. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the corporation are:		
SSN	Name/Title	Business Address and Office
551-33-1396	<u>Curtis A. Brown Pres./Director</u>	<u>One World Trade Center, Ste. 1460, Long Beach, CA 90831</u>
433-15-7180	<u>George Hansell, II Vice Pres./Dir.</u>	<u>One World Trade Center, Ste. 1460, Long Beach, CA 90831</u>
585-26-6065	<u>Kenneth J. Durante Soc./Treas.</u>	<u>One World Trade Center, Ste. 1460, Long Beach, CA 90831</u>
10. The total number of authorized shares of capital stock itemized by class and series, if any, within each class is as follows:		
Number of Shares	Class	Series
<u>10,000,000</u>	<u>Common</u>	
11. The total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class is as follows:		
Number of Shares	Class	Series
<u>5,166,504</u>	<u>Common</u>	
12. _____ Corporation is not subject to taxes in South Carolina and has registered to comply with the provisions of SC Code Section 12-9-310; attach justification.		

AFFIDAVIT

I, the undersigned, principal officer of the corporation for which this return is made, declare that this return including accompanying statements and schedules, has been examined by me and is to the best of my knowledge and belief a true and complete return made in good faith.

Cheryl Hammings @ Unisearch, Inc.

THIS RETURN PREPARED BY

3-1-99

DATE

SIGNATURE OF OFFICER AUTHORIZED TO SIGN

Curtis A. Brown

TITLE

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Exhibit III
Legacy Long Distance International, Inc.

Management Profiles

LEGACY LONG DISTANCE INTERNATIONAL, INC.
Management Profiles

Curtis A. Brown, President

Prior to founding Legacy Long Distance International, Inc. ("LLDI") in September 1996, Curtis was President for Public Communications Network, Inc. (PCN). PCN was a start-up long distance service incorporated in August 1995. In a period of one year Mr. Brown successfully took \$150,000 of vested capital and built a company producing over \$1,500,000 its first year. Prior to working with PCN, Curtis acted as the General Manager of Operator Services/Director of Customer Services for Communications TeleSystems International (CTS). CTS is the 13th largest long distance provider in the United States. There he was responsible for all aspects of customer services, operator and network control operations, agent support, and all 0+ operations. During his tenure with CTS, Mr. Brown increased net revenues by over 680%.

Kenneth J. Durante, Chief Financial Officer

Mr. Durante brought his talents to LLDI after serving as the Finance Manager for PCN. Kenneth has worked flawlessly with annual budgets of over two million dollars while managing the daily activities of over 300 personnel. Mr. Durante brings LLDI hands-on history of sterling management skills backed by an MBA in Finance, BA in Business Administration, and an AA in Computer Programming.

Clay Beamesderfer, Vice President

Mr. Beamesderfer comes to LLDI from World Exchange (WXL), where he produced and managed one of the most cost effective, unparalleled long distance network systems in the industry today. Clay's vast experience makes him a valuable asset to LLDI's long term network goals. Mr. Beamesderfer brings to LLDI a strong military standard from his five (5) year enlistment with the United States Marine Corps.

LEGACY LONG DISTANCE INTERNATIONAL, INC.**Management Profiles, (continued)****George Hansell, Vice President of Sales**

Mr. Hansell also comes to LLDI from PCN where he acted as the Residential and Commercial Sales Manager. Prior to joining the PCN team, George served as the Southern Region Materials and Sales Manager for Sharp Memorial Hospital. During his tenure at Sharp Memorial, Mr. Hansell was responsible for negotiating a national contract that saved the facility 1.5 million dollars annually in operational costs. His experience in Sales management is unsurpassed. George's concern for the customers' needs and his ability to communicate make him a valued asset to LLDI.

Kenneth Lovett, Director of Customer Services

Mr. Kenneth Lovett made the move from radio communications, where he had more than ten (10) years' experience as a radio broadcaster in Denver, CO. The transition to telecommunications occurred five (5) years ago when he began working as the Customer Service Manager for a California-based pay telephone company. Since Kenneth signed with LLDI, he has been directly responsible for a huge increase in overall customer satisfaction ratings. Although Mr. Lovett is the department manager, he prefers to take an active role in assuring complete customer satisfaction and can often be found right along side LLDI's customer service representatives speaking with the company's valued clients.

Exhibit IV
Legacy Long Distance International, Inc.

Financial Information

Mar 12, 1999

11:32 am

Legacy Long Distance

Income Statement

Page 1

CONFIDENTIAL

	1 Month Ended December 31, 1998		12 Months Ended December 31, 1998	
Income				
LD Service Rev. 1+ Direct	\$168,741.98	33.1%	\$1,469,822.18	27.6%
LD Service Rev. 0+	272,164.12	53.4%	3,213,624.83	60.4%
LD Service Rev. 1+ LEC	14,866.22	2.9%	129,466.85	2.4%
Calling Card Revenue	0.00	0.0%	36.31	0.0%
Other revenues	9,345.12	1.8%	55,839.80	1.1%
Bonus Revenue 0+	49,980.00	9.8%	533,950.00	10.0%
TOTAL Income	515,097.44	101.2%	5,402,739.97	101.6%
Adjustments				
Rev. Adjust. 1+	(6,520.20)	-1.3%	(92,448.24)	-1.7%
Rev. Adjust. 0+	657.12	0.1%	7,312.76	0.1%
TOTAL Adjustments	(5,863.08)	-1.2%	(85,135.48)	-1.6%
NET INCOME	509,234.36	100.0%	5,317,604.49	100.0%
Cost of Goods Sold				
Network operating expenses 1+	137,680.52	27.0%	1,223,000.28	23.0%
Network operating expenses 0+	108,760.80	21.4%	1,339,946.61	25.2%
BIC Unbill amt.	1,558.16	0.3%	10,673.20	0.2%
BIC True up	117.79	0.0%	1,231.70	0.0%
BIC ZPDI fees	1,113.55	0.2%	5,524.25	0.1%
BIC Inquiry fees	0.00	0.0%	362.50	0.0%
BIC LEC fees	1,085.96	0.2%	4,746.07	0.1%
Tech maintance 0+	10,707.29	2.1%	64,773.35	1.2%
0+ commission expense	90,462.37	17.8%	937,360.72	17.6%
Serv. Switching Fees	299.21	0.1%	813.31	0.0%
0+ Bonus expense	27,180.71	5.3%	322,934.47	6.1%
LEC Billing fees 0+	9,872.84	1.9%	112,388.56	2.1%
Customer operations expenses				
Tent cards	0.00	0.0%	23,099.38	0.4%
Dialers	1,326.84	0.3%	26,682.00	0.5%
Salaries 1+	1,461.08	0.3%	19,329.83	0.4%
Salaries 0+	9,042.41	1.8%	85,742.52	1.6%
Blue Cross 1+	(171.00)	-0.0%	337.00	0.0%
Blue Cross 0+	664.21	0.1%	5,396.65	0.1%
Misc. Ded. 0+	0.00	0.0%	51.96	0.0%
Employ. Incent. / Bonuses 1+	205.78	0.0%	247.45	0.0%
Employ. Incent. / Bonuses 0+	305.78	0.1%	372.45	0.0%
Workman's Comp. 1+	43.14	0.0%	43.14	0.0%
Workman's Comp. 0+	282.66	0.1%	2,615.20	0.0%
Rent 1+ CS	289.10	0.1%	3,469.20	0.1%
Rent 0+ CS	1,117.30	0.2%	13,085.80	0.2%
Telephone/utilities 1+	608.51	0.1%	5,232.74	0.1%
Telephone/utilities 0+	1,685.52	0.3%	21,730.87	0.4%
Other facilities/office 1+	389.70	0.1%	3,022.72	0.1%
Other facilities/office 0+	531.81	0.1%	4,581.74	0.1%
Parking 1+ CS	0.00	0.0%	70.00	0.0%
Parking 0+ CS	35.00	0.0%	385.00	0.0%
Postage / shipping 1+	260.88	0.1%	622.74	0.0%
Postage / shipping 0+	1,438.82	0.3%	9,643.08	0.2%

Mar 12, 1999

11:32 am

Legacy Long Distance

Income Statement

Page 2

CONFIDENTIAL

	1 Month Ended December 31, 1998		12 Months Ended December 31, 1998	
Travel / Lodge 0+	0.00	0.0%	3,317.15	0.1%
Meals and entertainment 0+	0.00	0.0%	500.85	0.0%
Advertising 1+	0.00	0.0%	302.68	0.0%
TOTAL Customer operations expenses	19,517.54	3.8%	229,882.15	4.3%
TOTAL Cost of Goods Sold	408,356.74	80.2%	4,253,637.17	80.0%
GROSS PROFIT	100,877.62	19.8%	1,063,967.32	20.0%
Expenses				
Operations expenses				
Salaries 1+	3,834.63	0.8%	29,552.06	0.6%
Blue Cross 1+	263.74	0.1%	2,653.02	0.0%
Employ. Incent. / Bonus 1+	205.78	0.0%	293.40	0.0%
Workman's comp. 1+	240.17	0.0%	240.17	0.0%
Rent 1+	578.20	0.1%	8,094.80	0.2%
Telephone/utilities 1+	448.12	0.1%	4,325.59	0.1%
Other facilities/office 1+	148.00	0.0%	7,205.64	0.1%
Parking 1+	60.00	0.0%	730.00	0.0%
Postage/shipping 1+	26.50	0.0%	3,592.71	0.1%
Travel / lodging 1+	0.00	0.0%	1,606.29	0.0%
Meals and entertainment 1+	0.00	0.0%	216.65	0.0%
Bad debt expense 1+	2,524.90	0.5%	61,902.81	1.2%
Advertising 1+	0.00	0.0%	228.08	0.0%
Dues and subscriptions Ops 1+	0.00	0.0%	129.95	0.0%
Miscellaneous expenses 1+	0.00	0.0%	865.41	0.0%
TOTAL Operations expenses	8,330.04	1.6%	121,636.58	2.3%
Sales and marketing expenses				
Salaries 1+	2,682.76	0.5%	56,508.86	1.1%
Salaries 0+	7,267.61	1.4%	74,591.05	1.4%
Blue Cross 1+	401.74	0.1%	1,477.43	0.0%
Blue Cross 0+	728.75	0.1%	3,391.49	0.1%
Misc. Dcd. 0+	0.00	0.0%	27.00	0.0%
Employ. Incent. / Bonuses 1+	1,593.38	0.3%	1,820.05	0.0%
Employ. Incent. / Bonuses 0+	3,583.60	0.7%	3,923.91	0.1%
Workman's comp. 1+	105.81	0.0%	105.81	0.0%
Workman's comp. 0+	530.74	0.1%	530.74	0.0%
Rent 1+	1,734.60	0.3%	19,947.90	0.4%
Rent 0+	867.30	0.2%	10,407.60	0.2%
Telephone/utilities 1+	1,025.14	0.2%	7,563.45	0.1%
Telephone/utilities 0+	822.30	0.2%	8,180.96	0.2%
Other facilities/office 1+	582.92	0.1%	4,281.37	0.1%
Other facilities/office 0+	169.95	0.0%	6,347.90	0.1%
Parking 1+	60.00	0.0%	415.00	0.0%
Parking 0+	60.00	0.0%	765.00	0.0%
Postage/shipping 1+	32.00	0.0%	5,135.22	0.1%
Postage/shipping 0+	88.00	0.0%	4,256.90	0.1%
Travel / lodging 1+	0.00	0.0%	3,015.11	0.1%
Travel / lodging 0+	624.14	0.1%	10,186.68	0.2%

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Legacy Long Distance

Income Statement

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	1 Month Ended December 31, 1998		12 Months Ended December 31, 1998	
Meals and entertainment 11	0.00	0.0%	592.90	0.0%
Meals and entertainment 0+	47.00	0.0%	4,143.87	0.1%
Marketing & Promotions 11	383.74	0.1%	38,954.47	0.7%
Marketing & Promotions 0+	0.00	0.0%	31,503.36	0.6%
Advertising 11	0.00	0.0%	1,081.49	0.0%
Advertising 01	0.00	0.0%	1,128.57	0.0%
Dues and subscriptions S&M 1+	0.00	0.0%	55.00	0.0%
Dues and subscriptions S&M 0+	55.00	0.0%	364.32	0.0%
Miscellaneous expenses 11	0.00	0.0%	124.22	0.0%
Miscellaneous expenses 0+	0.00	0.0%	615.76	0.0%
TOTAL Sales and marketing expenses	23,446.48	4.6%	301,443.39	5.7%
MIS expenses				
Salaries	3,727.74	0.7%	3,727.74	0.1%
Other facilities/office	296.00	0.1%	500.74	0.0%
Advertising	0.00	0.0%	1,724.76	0.0%
Dues and subscriptions MIS	55.00	0.0%	55.00	0.0%
TOTAL MIS expenses	4,078.74	0.8%	6,008.24	0.1%
General and administrative				
Salaries - exec. ops.	19,416.66	3.8%	239,267.59	4.5%
Salaries - Fin./Corp G&A	5,180.13	1.0%	38,577.74	0.7%
Blue Cross exec. ops.	124.71	0.0%	1,403.68	0.0%
Blue Cross Fin. / Corp G&A	240.75	0.0%	3,490.37	0.1%
Bonuses - exec. ops.	5,077.89	1.0%	6,182.89	0.1%
Bonuses - Fin. / Corp G&A	2,877.89	0.6%	3,079.80	0.1%
Employer payroll taxes - ALL	5,165.91	1.0%	50,186.17	0.9%
Workmans Comp. - exec. ops.	212.00	0.0%	212.00	0.0%
Workman's comp. - Corp. G&A	315.96	0.1%	1,551.74	0.0%
Accrued Vacation Expenses	1,043.92	0.2%	6,099.59	0.1%
401K expense	553.09	0.1%	3,269.46	0.1%
Rent - exec. ops.	289.10	0.1%	3,469.20	0.1%
Rent - Fin. / Corp. G&A	1,156.40	0.2%	13,039.50	0.2%
Tele. / utilities - exec. ops	400.43	0.1%	2,799.59	0.1%
Tele. / utilities - Fin. / Cor	420.87	0.1%	3,462.42	0.1%
Other facilities/office - exec	288.13	0.1%	3,885.35	0.1%
Other facilities/office - Fin.	252.85	0.0%	2,792.39	0.1%
Parking - exec.	60.00	0.0%	660.00	0.0%
Parking - Fin. / Corp G&A	60.00	0.0%	785.00	0.0%
Postage / shipping - exec.	42.75	0.0%	684.86	0.0%
Postage / shipping - Fin./Corp	(185.09)	-0.0%	1,020.64	0.0%
Travel / lodging - exec. ops.	301.76	0.1%	7,964.11	0.1%
Travel / lodging - Fin. /Corp.	0.00	0.0%	384.00	0.0%
Meals and entertain. - exec.	1,106.56	0.2%	2,911.62	0.1%
Meals and entertain. - Fin/Co	4,000.00	0.8%	4,096.13	0.1%
Insurance	24.88	0.0%	1,875.58	0.0%
MIS Office	3,340.00	0.7%	4,596.89	0.1%
Legal services	0.00	0.0%	16,083.78	0.3%
Accounting and auditing	0.00	0.0%	800.00	0.0%
Other professional services	131.57	0.0%	40,016.55	0.8%
Bank/ADP expense	450.31	0.1%	4,521.18	0.1%

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Legacy Long Distance

Income Statement

CONFIDENTIAL

	1 Month Ended December 31, 1998		12 Months Ended December 31, 1998	
Technologies Reporting	0.00	0.0%	6,890.00	0.1%
Technologies Tariffs	0.00	0.0%	3,409.95	0.1%
Software Support	(3,877.81)	-0.8%	18,844.14	0.4%
Advertising Exec. Ops.	0.00	0.0%	445.98	0.0%
Advertising Fin / Corp. G&A	0.00	0.0%	1,240.59	0.0%
Dues and subscriptions - exec.	0.00	0.0%	639.65	0.0%
Dues and subscrip. - Fin./Corp	925.11	0.2%	1,404.86	0.0%
Misc. exp. - exec. ops.	0.00	0.0%	81.19	0.0%
Misc. exp. - Fin./Corp G&A	165.00	0.0%	165.00	0.0%
TOTAL General and administrative	49,561.73	9.7%	502,291.28	9.4%
Depreciation and amortization	1,182.17	0.2%	24,036.80	0.5%
Retired or replaced PP&E	3,249.56	0.6%	3,249.56	0.1%
Trash	0.00	0.0%	55.00	0.0%
TOTAL Expenses	89,848.72	17.6%	958,720.85	18.0%
OPERATING PROFIT	11,028.90	2.2%	105,246.47	2.0%
Other Income & Expenses				
Interest expense	(1,139.86)	-0.2%	(9,926.62)	-0.2%
Interest income	10.83	0.0%	950.48	0.0%
Miscellaneous income	(12,175.16)	-2.4%	26,331.83	0.5%
Miscellaneous expense	0.00	0.0%	2,894.59	0.1%
Charitable contributions	(118.36)	-0.0%	(542.43)	-0.0%
TOTAL Other Income & Expenses	(13,422.55)	-2.6%	19,707.85	0.4%
PROFIT BEFORE TAXES	(2,393.65)	-0.5%	124,954.32	2.3%
Provisions for Taxes				
State Taxes Misc	2,243.52	0.4%	6,098.17	0.1%
State Taxes Excise/Gross Rcpt	5,000.90	1.0%	65,986.53	1.2%
TOTAL Provisions for Taxes	7,244.42	1.4%	72,084.70	1.4%
NET PROFIT	(\$9,638.07)	-1.9%	\$52,869.62	1.0%

Mar 12, 1999

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Legacy Long Distance

Balance Sheet

CONFIDENTIAL

December 31, 1998

ASSETS

Current Assets:

Checking-Main	(\$3,038.77)
Checking-Payroll	29,588.89
Checking-Santa Cruz	5.05
Checking-1+ Int. Bearing	6,387.90
Checking-Tax Account	8,195.69
Accounts receivable 11	336,314.19
Accounts receivable 0+	145,044.60
Cash advances	23,695.81
Prepaid calling cards	2,169.50
Rental Deposits	26,449.40
Misc. Deposits	4,028.78
Card Serv Int Deposits	5,720.49

TOTAL Current Assets

\$584,561.53

Fixed Assets:

LLDI/Prop., plant & equip, net
 LLDI/PP&E - Finance/Corp G&A
 Accum. Depr. - Fin./Corp. G&A

\$995,265.33
 (41,599.93)

TOTAL LLDI/Prop., plant & equip, net

953,665.40

TOTAL Fixed Assets

953,665.40

TOTAL ASSETS

\$1,538,226.93

LIABILITIES

Current Liabilities:

Payables Commissions	\$225,797.24
Invoice payables - expense	381,535.69
Due to founding shareholders	947.48
Salaries Payable	29,174.98
Accrued Vacation	11,755.44
Federal Withholding - Employee	3,276.95
Social Sec - Employee	1,727.12
Medicare - Employee	403.90
Social Sec - Employer	1,727.10
Medicare - Employer	403.92
Federal Unemployment - Employer	222.85
State Withholding - Employee	873.48
State Disability - Employee	129.89
State Unemployment - Employer	984.38
PrePaid Calling Cards Bonus	201.14
Sales Tax Payable	26,394.99
Current - IBM	15,878.02
Current - Sanwa #1	3,455.76
Current - Sanwa #2	942.67
Current - Sanwa #3	602.51
Current - Sanwa #4	508.53
Current - Sanwa #5	843.67
Current - Canon	2,748.17

Mar 12, 1999

Legacy Long Distance Balance Sheet

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CONFIDENTIAL

December 31, 1998

Current - I.CA	567.34	
Current - Amex	2,025.67	
Current - Telecomm	77,564.83	
	<hr/>	
TOTAL Current Liabilities		\$790,693.72
Long-Term Liabilities:		
Long-term - IBM	(0.01)	
Long-term - Sanwa #1	65.80	
Long-term - Sanwa #2	64.24	
Long-term - Sanwa #3	1,375.81	
Long-term - Sanwa #4	530.05	
Long-term - Sanwa #5	920.78	
Long-term - LCA	942.07	
Long-term - Amex	8,978.44	
Long-term - Telecomm	610,957.17	
	<hr/>	
TOTAL Long-Term Liabilities		623,834.35
		<hr/>
TOTAL LIABILITIES		1,414,528.07
		<hr/>
CAPITAL:		
Capital Stock	103,351.68	
Additional paid-in capital	746.66	
Retained earnings (accum def).	(33,269.10)	
Year-to-Date Earnings	52,869.62	
	<hr/>	
TOTAL CAPITAL		123,698.86
		<hr/>
TOTAL LIABILITIES & CAPITAL		\$1,538,226.93
		<hr/>

Exhibit V
Legacy Long Distance International, Inc.

Proposed Tariff

**SOUTH CAROLINA TARIFF
OF
LEGACY LONG DISTANCE INTERNATIONAL, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Legacy Long Distance International, Inc. ("Legacy") with principal offices located at One World Trade Center, Suite 1460, Long Beach, California 90831. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED:

EFFECTIVE:

ISSUED BY: Mr. Curtis Brown - President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this Sheet.

Sheet	Revision	Sheet	Revision	Sheet	Revision
1	Original *	28	Original *	55	Original *
2	Original *	29	Original *	56	Original *
3	Original *	30	Original *	57	Original *
4	Original *	31	Original *	58	Original *
5	Original *	32	Original *	59	Original *
6	Original *	33	Original *	60	Original *
7	Original *	34	Original *	61	Original *
8	Original *	35	Original *	62	Original *
9	Original *	36	Original *	63	Original *
10	Original *	37	Original *	64	Original *
11	Original *	38	Original *	65	Original *
12	Original *	39	Original *		
13	Original *	40	Original *		
14	Original *	41	Original *		
15	Original *	42	Original *		
16	Original *	43	Original *		
17	Original *	44	Original *		
18	Original *	45	Original *		
19	Original *	46	Original *		
20	Original *	47	Original *		
21	Original *	48	Original *		
22	Original *	49	Original *		
23	Original *	50	Original *		
24	Original *	51	Original *		
25	Original *	52	Original *		
26	Original *	53	Original *		
27	Original *	54	Original *		

* Indicates new or revised sheet with this filing

ISSUED:

EFFECTIVE:

ISSUED BY:

Mr. Curtis Brown - President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

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ISSUED BY: Mr. Curtis Brown - President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M)- Moved from another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a Customer's Bill
- (T) - Change in Text or Regulation but no Change in Rate or Charge.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

ISSUED:

EFFECTIVE:

ISSUED BY: Mr. Curtis Brown - President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

ISSUED:**EFFECTIVE:****ISSUED BY:**

Mr. Curtis Brown - President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions**

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access - Access to Legacy's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

ISSUED:**EFFECTIVE:****ISSUED BY:**

Mr. Curtis Brown - President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call, Phone Home Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Traveler Card, Phone Home Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

Calling Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

ISSUED:**EFFECTIVE:**

ISSUED BY: Mr. Curtis Brown - President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Credit Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Debit Card - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Colombia), as amended by the Court in its orders issued prior to October 17, 1990.

ISSUED:**EFFECTIVE:**

ISSUED BY: Mr. Curtis Brown - President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of South Carolina.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

ISSUED:**EFFECTIVE:**

ISSUED BY: Mr. Curtis Brown - President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated; or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

ISSUED:**EFFECTIVE:**

ISSUED BY: Mr. Curtis Brown - President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the South Carolina Public Service Commission to be providing operator services.

ISSUED:**EFFECTIVE:**

ISSUED BY: Mr. Curtis Brown - President
One World Trade Center, Suite 1460
Long Beach, California 90831-1000

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Real Time Rated - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that Legacy communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

Sent Paid Coin - Sent paid coin rates apply to calls placed from pay telephone stations and paid for by depositing coins at the pay telephone and are rated in real time. A call of this type requires Legacy to communicate and collect the charges from the originating location.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

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SECTION 2.0 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide direct dialed and operator assisted calls originating and terminating partially or wholly within the State of South Carolina, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This tariff applies to telephone calls which originate and terminate in the State of South Carolina.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations****2.3.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

2.3.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by Legacy or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, Legacy will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to Legacy for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in Section 4.8 herein.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Payment and Credit Regulations, (Cont'd.)

2.3.2 Payment for Service, (cont'd.)

- (D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Payment and Credit Regulations, (Cont'd.)

2.3.2 Payment for Service, (cont'd.)

- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (J) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) Legacy will not bill for unanswered calls in areas where Equal Access is available, nor will Legacy knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, Legacy will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

2.5 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.6 Charges Paid for by Coin Deposits in a Public or Semi-public Pay Telephone

When charges for a call are paid by depositing coins in a public or semi-public coin telephone, the charge for the call is the applicable initial period and any additional period rates plus applicable operator handled charges. The charge(s) are billed in one minute increments and rounded to the nearest multiple of \$.05. Taxes for coin calls are included in the rate.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Cancellation or Interruption of Services

2.7.1 Without incurring liability, Legacy may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due Legacy for more than thirty days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over Legacy's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting Legacy from furnishing its service.

2.7.2 Without incurring liability, Legacy may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber/Customer and Legacy's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Cancellation or Interruption of Services, (Cont'd.)

2.7.3 Service may be discontinued by Legacy by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when Legacy deems it necessary to take action to prevent unlawful use of its service. Legacy may restore service as soon as it can be provided without undue risk.

2.7.4 The termination notice process provides adequate time intervals for the Customer to prevent termination or disconnect.

(A) The first notice is our "Disconnect Notice". It is sent to customers who have a past due balance of \$10.00 or more on the 10th day after bills are sent each month.

(B) On the 11th day after the disconnect notice is sent, accounts that still have a past due balance are temporarily deactivated and a notice is sent to tell the Customer what action has been taken. This notice is printed on letterhead.

(C) On the 11th day after deactivation of the accounts, those that still have a past due balance are sent "Final Demand Letter". These Customers are contacted by phone regularly and then placed with a collection agency on the 20th of the next month.

(D) Accounts are tracked daily for reactivation of service as balances are paid.

2.7.5 If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.8.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.8.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to Legacy operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.8.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.8.4** Failure to pay a previously owed bill by the same Customer at another location.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.9 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 3.14.4, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.10 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

2.11 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.12 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.13 Liability of the Company**

- 2.13.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.13.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.13 Liability of the Company, (Cont'd.)**

2.13.3 Legacy shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over Legacy or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

2.13.4 Legacy is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 3.6.2 above.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.13 Liability of the Company, (Cont'd.)

- 2.13.5** Legacy shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.13.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.13.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.14 Marketing Practices**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Legacy hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing practices, if any, set forth by the Public Service Commission. Additionally, Legacy will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Legacy understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.15 Responsibilities of Aggregators**

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

2.15.1 Aggregators must post on the telephone instrument, in plain view of Authorized Users,

- (A) The name, address, and toll-free telephone number of the provider of operator services; and
- (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- (C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services.
- (D) Any other information required by state or federal regulatory agencies or law.

2.15.2 Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.15 Responsibilities of Aggregators, (Cont'd.)**

2.15.3 Legacy shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if Legacy reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

2.16 Responsibilities of the Subscriber

- 2.16.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.16.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Legacy on the Subscriber's behalf.
- 2.16.3** If required for the provision of Legacy's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Legacy.
- 2.16.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Legacy when required for Legacy personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Legacy's Services.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Responsibilities of the Subscriber, (Cont'd.)

- 2.16.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Legacy's facilities or services, that the signals emitted into Legacy's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.
- 2.16.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Legacy's equipment, personnel, or the quality of Service to other Subscribers or Customers, Legacy may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Legacy may, upon written notification, terminate the Subscriber's service.
- 2.16.7** The Subscriber must pay Legacy for replacement or repair of damage to the equipment or facilities of Legacy caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.16.8** The Subscriber must pay for the loss through theft or fire of any of Legacy's equipment installed at Subscriber's premises.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.17 Responsibilities of Authorized Users

- 2.17.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.17.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.17.3** The Authorized User is responsible for providing Legacy with a valid method of billing for each call. Legacy reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Legacy may refuse to place the call.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.18 Applicable Law**

This tariff shall be subject to and construed in accordance with South Carolina law.

2.19 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.20 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the Commission with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.21 Toll Free Numbers**

The company will make every effort to reserve toll free vanity numbers on behalf of Customers, but makes no guarantee or warrantee that the requested toll free number(s) will be available or assigned to the Customer requesting the number.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

2.22 Other Rules

2.22.1 Legacy reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

2.22.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

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SECTION 3.0 - DESCRIPTION OF SERVICES**3.1 General**

Legacy Long Distance International, Inc. offers outbound long distance, operator assisted, in-bound toll free and travel card services to its customers. Rates for these services vary by product. All Legacy services are available 24 hours a day, seven days a week. Specific offerings of the company are described in Section 3.5 of this tariff. Rates for each service offering are provided in Section 4 of this tariff.

Legacy's Operator Assisted Service is provided for use by pre-subscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the Commission and the Federal Communications Commission.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.3 Determination of Call Duration and Timing of Calls

- 3.2.1** For Direct Dialed (via an access code) and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2** Chargeable time ends when the connection is terminated.
- 3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4** The initial and additional timing periods for billing purposes vary by product and are specified in Section 4 of this tariff.
- 3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Legacy will reasonably issue credit for the call.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.4 Time of Day Rate Periods**

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD					EVE	
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

- 3.4.1** Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.4 Time of Day Rate Periods, (Cont'd.)

- 3.3.2** The time when connection is established is determined in accordance with the time - standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies to all intrastate direct dialed calls.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.5 Legacy Service Offerings**

Legacy provides telecommunications services for communications originating and terminating within the State of South Carolina under terms of this tariff.

3.5.1 Operator Services**(A) Determination of Charges**

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

(B) Classes of Services

Service is offered on a Dial Station, Customer Dialed Calling Card Station, Operator Station, Person-to-Person - Operator Station/ Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of service.

(C) Application of Operator Services Rates

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e. station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing).

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.5 Legacy Service Offerings, (Cont'd.)

3.5.1 Operator Services, (cont'd.)

(D) Public Payphone Surcharge

Operator Assisted calls originating from a Public Payphone will be charged the Public Payphone Surcharge rate in Section 4.

(E) Customer Dialed Credit/Calling Card Charge

This charge applies in addition to usage charges for calls billed to a Commercial Credit Card or Calling Card when the Customer dials all of the digits required to route and bill the call.

(F) Operator Station Charge

This charge applies in addition to usage charges for calls placed with operator assistance, other than Customer Dialed Credit/Calling Card and Person to Person calls.

(G) Person to Person Charge

This charge applies in addition to usage charges for calls placed to a particular party at the destination number. Charges do not apply unless the specified party or an acceptable substitute is available. Calls may be billed to a third number, credit/calling card, or the called party (collect).

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.5 Legacy Service Offerings, (Cont'd.)****3.5.1 Operator Services, (cont'd.)****(H) Operator Dialed Service Charge**

This charge applies in addition to usage and per call service charges for calls when the Customer has the capability of dialing all the digits necessary to complete the call, but elects to have the operator dial the called station. The service charge does not apply to calls when operator dialing is due to technical problems with dialing or for calls placed on behalf of a handicapped person unable to dial the call.

3.5.2 Legacy Commercial Long Distance Service

Legacy Commercial Long Distance Service provides the Customer with the ability to place outbound calling service from their business location. Calls are billed and rated as described in each plan.

(A) Commercial Rate Plan A

There is a monthly service charge with this Plan. Calls are billed in increments of six (6) seconds, after an initial period, for billing purposes only, of thirty (30) seconds.

(B) Commercial Rate Plan B

Calls are billed in increments of six (6) seconds, after an initial period, for billing purposes only, of thirty (30) seconds.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.5 Legacy Service Offerings, (Cont'd.)****3.5.3 Legacy Residential Long Distance Service**

Legacy Residential Long Distance Service provides the Customer with the ability to place outbound calling service from their residential location. Calls are billed and rated as described in each plan.

(A) Residential Rate Plan A

Calls are billed in increments of six (6) seconds, after an initial period, for billing purposes only, of thirty (30) seconds.

(B) Residential Rate Plan B

There is a monthly service charge with this Plan. Calls are billed in increments of six (6) seconds, after an initial period, for billing purposes only, of thirty (30) seconds.

3.5.4 Legacy Hospitality Service

Legacy Hospitality Long Distance Service provides the Customer, who serve mostly transient End Users, with the ability to place outbound calling service from their hospitality location. Calls are billed and rated as described in each plan.

(A) Hospitality Rate Plan A

There is a monthly service charge with this Plan. Calls are billed in increments of one (1) minute, after an initial period, for billing purposes only, of one (1) minute.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.5 Legacy Service Offerings, (Cont'd.)

3.5.4 Legacy Hospitality Service, (cont'd.)

(B) Hospitality Rate Plan B

There is a monthly service charge with this Plan. Calls are billed in increments of one (1) minute, after an initial period, for billing purposes only, of one (1) minute.

(C) Hospitality Rate Plan C

There is a monthly service charge with this Plan. Calls are billed in increments of one (1) minute, after an initial period, for billing purposes only, of one (1) minute.

(D) Hospitality Rate Plan D

There is a monthly service charge with this Plan. Calls are billed in increments of one (1) minute, after an initial period, for billing purposes only, of one (1) minute.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.5 Legacy Service Offerings, (Cont'd.)****3.5.5 Legacy Toll Free Service**

Legacy Toll Free Service permits inbound calls to be completed to the Customer's location without charge to the calling party. Calls are billed and rated as described in each plan.

(A) Toll Free Rate Plan A

There is a monthly service charge with this Plan. Calls are billed in increments of one (1) minute, after an initial period, for billing purposes only, of one (1) minute.

(B) Toll Free Rate Plan B

There is a monthly service charge with this Plan. Calls are billed in increments of one (1) minute, after an initial period, for billing purposes only, of one (1) minute.

(C) Toll Free Rate Plan C

Calls are billed in increments of one (1) minute, after an initial period, for billing purposes only, of one (1) minute.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.5 Legacy Service Offerings, (Cont'd.)

3.5.6 Legacy Travel Card Service

Legacy Travel Card Service allows the Customers to place calls within the State of South Carolina while away from home or office.

(A) Travel Card Rate Plan A

There is a per call surcharge associated with this service. Calls are billed in increments of one (1) minute, after an initial period, for billing purposes only, of one (1) minute.

(B) Travel Card Rate Plan B

There is a per call surcharge associated with this service. Calls are billed in increments of one (1) minute, after an initial period, for billing purposes only, of one (1) minute.

3.5.7 Directory Assistance

Directory Assistance is available to Customers of Legacy's long distance services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. One request may be made on each call to Directory Assistance.

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SECTION 4.0 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by product type, time of day, day of week and call duration.

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SECTION 4.0 - RATES, (CONT'D.)**4.2 Operator Services****4.2.1 Maximum Rate Schedules - Per Period Charges****(A) Intrastate Operator Service Rates**

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

	Day		Evening		Night/Weekend	
Mileage Band	1st Minute	Add'l. Minute	1st Minute	Add'l. Minute	1st Minute	Add'l. Minute
1-10	\$0.2550	\$0.1950	\$0.1950	\$0.1950	\$0.1800	\$0.1800
11-16	\$0.2850	\$0.2100	\$0.2100	\$0.2100	\$0.1950	\$0.1950
17-22	\$0.3150	\$0.2850	\$0.2400	\$0.2400	\$0.2250	\$0.2250
23-30	\$0.3600	\$0.3600	\$0.2550	\$0.2550	\$0.2400	\$0.2250
31-55	\$0.3600	\$0.3600	\$0.2700	\$0.2700	\$0.2400	\$0.2400
56-70	\$0.4050	\$0.4050	\$0.2850	\$0.2850	\$0.2700	\$0.2700
71-124	\$0.4350	\$0.4350	\$0.3150	\$0.3150	\$0.2850	\$0.2850
125 +	\$0.4350	\$0.4350	\$0.3450	\$0.3450	\$0.3000	\$0.3000

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SECTION 4.0 - RATES, (CONT'D.)**4.2 Operator Services, (Cont'd.)****4.2.2 Maximum Per Call Service Charges****(A) Intrastate Operator Per Call Service Charges**

	<u>0 - -</u>	<u>0 + -</u>	<u>0 + +</u>
Telco Card	\$2.65	\$2.65	\$1.50
Credit Card	\$2.65	\$2.65	\$1.50
Collect	\$3.75	\$3.75	\$1.50
Third Party	\$3.75	\$3.75	NA
Person to Person	\$6.40	\$6.40	NA

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SECTION 4.0 - RATES, (CONT'D.)**4.3 Legacy Commercial Long Distance Service****4.3.1 Commercial Rate Plan A**Maximum Per Period Rate

Miles	Day		Evening		Night	
	Maximum Initial Period	Maximum Additional Period	Maximum Initial Period	Maximum Additional Period	Maximum Initial Period	Maximum Additional Period
All	\$0.1935	\$0.1935	\$0.1935	\$0.1935	\$0.1935	\$0.1935

Maximum Monthly Service Charge

\$2.25

4.3.2 Commercial Rate Plan BMaximum Per Period Rate

Miles	Day		Evening		Night	
	Maximum Initial Period	Maximum Additional Period	Maximum Initial Period	Maximum Additional Period	Maximum Initial Period	Maximum Additional Period
All	\$0.2100	\$0.2100	\$0.2100	\$0.2100	\$0.2100	\$0.2100

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SECTION 4.0 - RATES, (CONT'D.)**4.4 Legacy Residential Long Distance Service****4.4.1 Residential Rate Plan A**Maximum Per Minute Rate

Miles	Day		Evening		Night	
	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.1650	\$0.1650	\$0.1650	\$0.1650	\$0.1650	\$0.1650

4.4.2 Residential Rate Plan BMaximum Per Minute Rate

Miles	Day		Evening		Night	
	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.2099	\$0.2099	\$0.2099	\$0.2099	\$0.2099	\$0.2099

Maximum Monthly Service Charge

\$4.50

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SECTION 4.0 - RATES, (CONT'D.)**4.5 Legacy Hospitality Service****4.5.1 Hospitality Rate Plan A**Maximum Per Minute Rate

Miles	Day		Evening		Night	
	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.1035	\$0.1035	\$0.1035	\$0.1035	\$0.1035	\$0.1035

Maximum Monthly Service Charge

\$4.50

4.5.2 Hospitality Rate Plan BMaximum Per Minute Rate

Miles	Day		Evening		Night	
	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.1185	\$0.1185	\$0.1185	\$0.1185	\$0.1185	\$0.1185

Maximum Monthly Service Charge

\$4.50

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SECTION 4.0 - RATES, (CONT'D.)**4.5 Legacy Hospitality Service, (Cont'd.)****4.5.3 Hospitality Rate Plan C**Maximum Per Minute Rate

Miles	Day		Evening		Night	
	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.1485	\$0.1485	\$0.1485	\$0.1485	\$0.1485	\$0.1485

Maximum Monthly Service Charge

\$3.00

4.5.4 Hospitality Rate Plan DMaximum Per Minute Rate

Miles	Day		Evening		Night	
	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.1635	\$0.1635	\$0.1635	\$0.1635	\$0.1635	\$0.1635

Maximum Monthly Service Charge

\$4.50

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SECTION 4.0 - RATES, (CONT'D.)**4.6 Legacy Toll Free Service****4.6.1 Toll Free Rate Plan A**Maximum Per Minute Rate

Miles	Day		Evening		Night	
	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.1485	\$0.1485	\$0.1485	\$0.1485	\$0.1485	\$0.1485

Maximum Monthly Service Charge

\$4.50

4.6.2 Toll Free Rate Plan BMaximum Per Minute Rate

Miles	Day		Evening		Night	
	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.1635	\$0.1635	\$0.1635	\$0.1635	\$0.1635	\$0.1635

Maximum Monthly Service Charge

\$3.00

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SECTION 4.0 - RATES, (CONT'D.)**4.6 Legacy Toll Free Service****4.6.1 Toll Free Rate Plan C**Maximum Per Minute Rate

Miles	Day		Evening		Night	
	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.1935	\$0.1935	\$0.1935	\$0.1935	\$0.1935	\$0.1935

4.7 Legacy Travel Card Service**4.7.1 Travel Card Rate Plan A**Maximum Per Minute Rate

Miles	Day		Evening		Night	
	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.2850	\$0.2850	\$0.2850	\$0.2850	\$0.2850	\$0.2850

Maximum Per Call Surcharge

\$0.75

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SECTION 4.0 - RATES, (CONT'D.)**4.7 Legacy Travel Card Service, (Cont'd.)****4.7.2 Travel Card Rate Plan B**Maximum Per Minute Rate

Miles	Day		Evening		Night	
	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.2850	\$0.2850	\$0.2850	\$0.2850	\$0.2850	\$0.2850

Maximum Per Call Surcharge

\$0.40

4.8 Directory AssistanceMaximum Per Call Charge

\$1.30

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SECTION 5.0 - CURRENT RATES**5.1 Operator Services****5.1.1 Current Rate Schedules - Per Period Charges****(A) Intrastate Operator Service Rates**

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

	Day		Evening		Night/Weekend	
Mileage Band	1st Minute	Add'l. Minute	1st Minute	Add'l. Minute	1st Minute	Add'l. Minute
1-10	\$0.1700	\$0.1300	\$0.1300	\$0.1300	\$0.1200	\$0.1200
11-16	\$0.1900	\$0.1400	\$0.1400	\$0.1400	\$0.1300	\$0.1300
17-22	\$0.2100	\$0.1900	\$0.1600	\$0.1600	\$0.1500	\$0.1500
23-30	\$0.2400	\$0.2400	\$0.1700	\$0.1700	\$0.1600	\$0.1600
31-55	\$0.2400	\$0.2400	\$0.1800	\$0.1800	\$0.1600	\$0.1600
56-70	\$0.2700	\$0.2700	\$0.1900	\$0.1900	\$0.1800	\$0.1800
71-124	\$0.2900	\$0.2900	\$0.2100	\$0.2100	\$0.1900	\$0.1900
125 +	\$0.2900	\$0.2900	\$0.2300	\$0.2300	\$0.2000	\$0.2000

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SECTION 5.0 - CURRENT RATES, (CONT'D.)**5.1 Operator Services****5.1.2 Current Rate Schedules - Per Call Service Charges****(A) Intrastate Operator Per Call Service Charges**

	<u>0 - -</u>	<u>0 + -</u>	<u>0 + +</u>
Telco Card	\$1.75	\$1.75	\$1.00
Credit Card	\$1.75	\$1.75	\$1.00
Collect	\$2.50	\$2.50	\$1.00
Third Party	\$2.50	\$2.50	NA
Person to Person	\$4.25	\$4.25	NA

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SECTION 5.0 - CURRENT RATES, (CONT'D.)**5.2 Legacy Commercial Long Distance Service****5.2.1 Commercial Rate Plan A**Per Period Rate

Miles	Day		Evening		Night	
	Initial Period	Additional Period	Initial Period	Additional Period	Initial Period	Additional Period
All	\$0.1290	\$0.1290	\$0.1290	\$0.1290	\$0.1290	\$0.1290

Monthly Service Charge

\$1.50

5.2.2 Commercial Rate Plan BPer Period Rate

Miles	Day		Evening		Night	
	Initial Period	Additional Period	Initial Period	Additional Period	Initial Period	Additional Period
All	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

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SECTION 5.0 - CURRENT RATES, (CONT'D.)**5.3 Legacy Residential Long Distance Service****5.3.1 Residential Rate Plan A**Per Minute Rate

Miles	Day		Evening		Night	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.1100	\$0.1100	\$0.1100	\$0.1100	\$0.1100	\$0.1100

5.3.2 Residential Rate Plan BPer Minute Rate

Miles	Day		Evening		Night	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.1399	\$0.1399	\$0.1399	\$0.1399	\$0.1399	\$0.1399

Monthly Service Charge

\$3.00

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SECTION 5.0 - CURRENT RATES, (CONT'D.)**5.4 Legacy Hospitality Service****5.4.1 Hospitality Rate Plan A**Per Minute Rate

Miles	Day		Evening		Night	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690

Monthly Service Charge

\$3.00

5.4.2 Hospitality Rate Plan BPer Minute Rate

Miles	Day		Evening		Night	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.0790	\$0.0790	\$0.0790	\$0.0790	\$0.0790	\$0.0790

Monthly Service Charge

\$3.00

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SECTION 5.0 - CURRENT RATES, (CONT'D.)**5.4 Legacy Hospitality Service, (Cont'd.)****5.4.3 Hospitality Rate Plan C**Per Minute Rate

Miles	Day		Evening		Night	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0990

Monthly Service Charge

\$2.00

5.4.4 Hospitality Rate Plan DPer Minute Rate

Miles	Day		Evening		Night	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.1090	\$0.1090	\$0.1090	\$0.1090	\$0.1090	\$0.1090

Monthly Service Charge

\$3.00

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SECTION 5.0 - CURRENT RATES, (CONT'D.)**5.5 Legacy Toll Free Service****5.5.1 Toll Free Rate Plan A**Per Minute Rate

Miles	Day		Evening		Night	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0990

Monthly Service Charge

\$3.00

5.5.2 Toll Free Rate Plan BPer Minute Rate

Miles	Day		Evening		Night	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.1090	\$0.1090	\$0.1090	\$0.1090	\$0.1090	\$0.1090

Monthly Service Charge

\$2.50

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SECTION 5.0 - CURRENT RATES, (CONT'D.)**5.5 Legacy Toll Free Service, (Cont'd.)****5.5.3 Toll Free Rate Plan C**Per Minute Rate

Miles	Day		Evening		Night	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.1290	\$0.1290	\$0.1290	\$0.1290	\$0.1290	\$0.1290

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SECTION 5.0 - CURRENT RATES, (CONT'D.)**5.6 Legacy Travel Card Service****5.6.1 Travel Card Rate Plan A**Per Minute Rate

Miles	Day		Evening		Night	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.1900	\$0.1900	\$0.1900	\$0.1900	\$0.1900	\$0.1900

Per Call Surcharge

\$0.50

5.6.2 Travel Card Rate Plan BPer Minute Rate

Miles	Day		Evening		Night	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.1900	\$0.1900	\$0.1900	\$0.1900	\$0.1900	\$0.1900

Per Call Surcharge

\$0.25

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SECTION 5.0 - CURRENT RATES, (CONT'D.)

5.7 Directory Assistance

<u>Per Call Charge</u>	\$0.85
------------------------	--------

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SECTION 6.0 - MISCELLANEOUS SERVICES

6.1 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

6.2 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to South Carolina law and Commission regulations.

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